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In The United States Bankruptcy Court for the District of Delaware

Chapter 11

Case No. 2311069 (CTG)

In re: Yellow Corporation, et al.,
Debtors

Re: Claim of P&R Property Management, Claim # 111

Response to Debtor's First Notice of Claims Satisfied in Full

To:
Office of the Clerk
United States Bankruptcy Court for the District of Delaware
824 N Market St.
Wilmington, DE 19801

Kirkland and Ellis LLP
333 W Wolf Point Plaza
Chicago, IL 60654
Attention: Patrick J. Nash, Jr., P.C.
Patrick.nash@kirkland.com
David Seligman, P.C.
David.seligman@kirkland.com

Kirkland and Ellis LLP
601 Lexington Ave.
New York, NY 10022
Attention: Allyson B. Smith
Allyson.smith@kirkland.com

Pachulski Stang Ziehl & Jones LLP
919 N Market St., 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705
Attention: Laura Davis Jones,
ljones@pszjlaw.com
Timothy P. Cairns,
tcairns@pszjlaw.com
Peter J. Keane,
pkeane@pszjlaw.com
Edward Corma,
ecorma@pszjlaw.com

This letter serves as a formal response to the Debtor's First Notice of Claims Satisfied in Full, specifically addressing the claim of P&R Property Management, located at 2468 Dorm Drive, Twin Falls, ID 83301, in the amount of \$4,611.00, related to the leasing of the location at 304 6th Ave W, Twin Falls, ID 83301.

Reason for Opposition:

The claim remains unsatisfied for the following reasons:

1. **No Payment Received:** P&R Property Management has not received any payment towards the debt owed.
2. **Lease Agreement Responsibility:** The company that took over the lease agreement was not responsible for any rent due prior to taking over the lease. Therefore, the claim remains unsatisfied.

Factual Basis and Supporting Legal Argument:

The factual basis and supporting legal argument for this opposing notice are based on the attached signed lease agreement and the most current extension of that lease agreement. These documents clearly outline the terms and conditions of the lease, including the responsibility for rent payments.

Contact Information for Claimant:

P&R Property Management
2468 Dorm Dr.
Twin Falls, ID 83301
Ray Perron
Email: Ray@mfcidaho.com
Phone: 208-404-2229

Please find the lease agreement, the most current lease extension and the tenant ledger associated with the lease agreement attached to this notice.

We respectfully request that the court acknowledges that the claim of P&R Property Management remains unsatisfied and that appropriate measures be taken to address this matter.

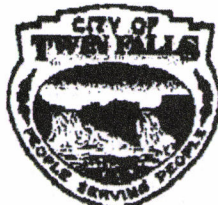
Sincerely,

Ray Perron
Managing Member
P&R Property Management
2468 Dorm Dr.
Twin Falls, ID 83301
Email: ray@mfcidaho.com
Phone: 208-404-2229

OCT-07-2004 THU 01:01 PM TWIN FALLS ENGINEERING

FAX NO. 12 362293

P. 01



P.O. Box 1907 * 321 Second Ave. E. * Twin Falls, ID 83303-1907 * Fax: (208) 736-2296

October 7, 2004

RE: 560 Fairfield St. W.

ATTN: Ray @ Priority Mortgage

To whom it may concern,

The property located at 560 Fairfield St. W., Lots 9-16, Block 151, Twin Falls Original Townsite had an address change in 1995 from 304 6th Ave. W. and also a street name change in February 2004 from 560 3rd St W to 560 Fairfield St. W.

If you have questions I can be reached at 735-7252. Thank you.

Sincerely,

Val Smith
Eng. Tech

6. **USE:** The Tenant may use and occupy the premises as a Freight Terminal business, or such other purpose subject to prior written notice to the Landlord. The Tenant shall not, however, use or occupy, or permit the premises or any part thereof to be used or occupied for any unlawful business, use, or purpose, nor for any business, use or purpose deemed extra hazardous, nor for any purpose nor in any manner which is in violation of any present or future governmental law or regulation.
7. **REPAIR AND MAINTENANCE:**
- (a) The Tenant shall, at its own expense, make all necessary repairs or replacements to the premises as to lights, window glass, fixtures, and other appliances and appurtenances belonging thereto, and all equipment used in connection with the premises. The Tenant shall keep the premises in as good a condition as they were at the commencement of the Term of this Lease, reasonable wear and depreciation and damage by the elements excepted;
 - (b) The Landlord shall be responsible and maintain the roof. HOWEVER, in the event of any leak in the roof, the same shall be promptly communicated by the Tenant to the Landlord. Landlord will repair and have in satisfactory condition urinal and floor in bathroom located on dock area. Landlord agrees to perform the following during the Term of this Lease:
 - Replace exterior windows in front office area
 - Repaint building exterior
 - Add rain gutters to entrance areas
 - (c) The Tenant will maintain the heating facility, plumbing facility, air conditioning, and electrical facility as presently installed in a good operable condition necessary for the operation of the premises; and the Landlord shall not be responsible for business interruption for the heating facility failure, plumbing facility failure, air conditioning or electrical that is beyond the control of the Landlord. Tenant will maintain the interior of the facility. This includes paint, flooring, lighting, door handles, restroom fixtures, safety equipment, fire extinguishers, and other related nonstructural items. Tenant shall maintain the lot and yard facility.
8. **SURRENDER:** At the expiration of the Term of the Lease, the Tenant shall surrender the leased premises in as good a condition as they were at the beginning of the Term, reasonable use, wear and damage by the elements expected.
9. **ALTERATION:** No alteration, addition, or improvement to the premises shall be made by the Tenant without the consent of the Landlord. The Tenant shall pay for such alterations, additions, and improvements, and shall save the Landlord harmless on account thereof and shall indemnify the Landlord against mechanic's liens or other liens arising out of the making of any alterations, additions, repairs, improvements, by the Tenant.
10. **UTILITIES:** The Tenant shall pay all charges for light and power, telephone and other communication services, sanitation disposal, janitorial service, and other similar type utilities used, rendered or supplied on or in connection with the premises and shall indemnify the Landlord against and liability on such account.

15. **SUBROGATION WAIVER:** The Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims or liabilities arising from or caused by any hazard covered by insurance on the premises, or by insurance in connection with the property on or activities conducted on the premises, regardless of the cause of the damage or loss. This release shall be valid and binding only in the event it is recognized and accepted by fire and hazard insurance companies under the policies require to be carried thereunder on the premises and such release shall be confined to physical damage to the premises and shall not in any way be construed as affecting the indemnity of personal damage elsewhere provided.
16. **CONDEMNATION:** If the premises, or any part thereof, is taken by eminent domain, this Lease shall expire on the date when the premises shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.
17. **EXONERATION OF LANDLORD:** The Landlord shall not be liable for injury or damage to person or property occurring within the premises, unless caused by or resulting from the negligence of the Landlord or any of the Landlord's agents, servants, or employees in the operation or maintenance of the premises or for any injury or damage resulting to the Tenant or his property from bursting, stoppage, or leaking of water, gas, sewer, or other such pipe, or the interruption of electrical service or other similar casualties.
18. **GRAMMATICAL USAGE:** In construing this Lease, plural terms shall be substituted for singular and singular for plural in any place where the context so requires.
19. **ATTORNEY'S FEES:** If by reason of any default on the part of the Tenant, in performance of any of the provisions of this Lease, it becomes necessary for the Landlord to employ an attorney, the Tenant agrees to pay all costs, expenses, and attorney's fees expended or incurred by the Landlord in connection therewith.
20. **FIRST RIGHT OF REFUSAL:** At the termination of the Term of this Lease, and any renewal Term thereof (including the additional leased premises, if any) the Tenant will be given the first option to release the premises and the first right of refusal on any offer made to rent said building by a third party. In addition, in the event Landlord desires to sell the premises herein, Tenant will be given the first option to purchase the premises and the first right of refusal on any offer made to purchase said building by a third party.
21. **PARAGRAPH HEADINGS:** The captions of this Lease are inserted in the paragraphs only as a matter of convenience and for reference and in no way define, limit, or in any way affect this Lease.
22. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and no agreement shall be made to change, modify, or discharge in whole or

TRANSFER OF LEASE

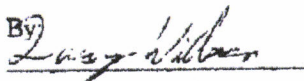
THIS LEASE TRANSFER AGREEMENT is made by Paul Ransom (Landlord) for
USF REDDAWAY, INC (Tenant") as of the date set forth below.

Tenant hereby understands that Paul Ransom has purchased the premises at 560 Fairfield Twin
Falls Idaho. Tenant hereby covenants that the Lease dated FEBRUARY 15, 2001 and any
extensions, renewals, replacements or modifications thereof, and all of the right, title and interest
thereof for the above mentioned premises, has been transferred to Paul Ransom.

TENANT:

USF REDDAWAY, INC

By:

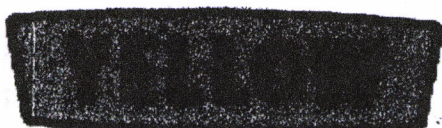


Printed Name & Title:
AUTHORIZED SIGNER, TITLE

By:

Printed Name & Title

Yellow Corporation
ATTN Properties
10990 Roe Avenue
Overland Park, KS 66211



October 7, 2021

Mr. Ray Perron
P & R Property Management
2468 Dorm Drive
Twin Falls, Idaho 83301

Re: Lease Agreement dated February 15, 2001 as amended and modified from time to time ("Lease"), by and between P & R Property Management ("Landlord") and USF Reddaway Inc., an Oregon corporation ("Tenant") for Premises located at 560 Fairfield Street North, Twin Falls, ID 83301 and also known as 304 6th Avenue West, Twin Falls, ID 83301

Dear Mr. Perron:

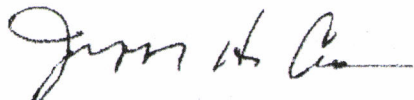
This letter shall serve as notice to Landlord that Tenant elects to exercise its second (2nd) of two (2) options to renew the term of the Lease for three (3) years in accordance with the Letter Agreement dated February 10, 2016. The renewal term shall commence March 1, 2022 and expire February 28, 2025 ("Renewal Term"). The monthly rent throughout the Renewal Term shall be as follows:

March 1, 2022 to February 28, 2023	\$4,045.00
March 1, 2023 to February 29, 2024	\$4,166.00
March 1, 2024 to February 28, 2025	\$4,291.00

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

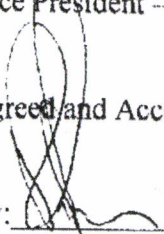
Will you please sign on the line below to indicate your acknowledgement. Should you have any questions, please contact Tommy Truluck at 913-344-3630 or tommy.truluck@myyellow.com.

Sincerely,



Jeffrey H. Coltrin
Vice President -- Finance & Properties

Agreed and Accepted:

By: 
Ray Perron, Managing Member



My Management Company
1688 Kimberly Rd Suite 1
Twin Falls Id 83301
Phone: (208) 734-7700
Website: www.rentmeidaho.com

Pat Dees and all other Leases
 560 Fairfield
 Twin Falls, ID 83301

Statement Date 05/31/2024
Billing Period 01/01/2023 - 05/31/2024
Due Date 11/26/2024
Building 560 Fairfield (Reddaway)
Unit
Tenant Name USF Reddaway
Balance Forward \$720.68

Total Due **\$5,841.00**
Amount Paid

return top half with your payment
 retain bottom half for your records

Make payments payable to:
My Management Company
1688 Kimberly Rd, Suite 1
Twin Falls, ID 83301
Phone: (208) 734-7700

Tenant Name USF Reddaway
Statement Date 05/31/2024
Billing Period 01/01/2023 - 05/31/2024
Due Date 11/26/2024
Building 560 Fairfield (Reddaway)
Unit
Move In Date 03/01/2001

Account Statement

Balance Forward	New Charges this Period	Prepayments	Total Due
\$720.68			\$5,841.00

Transaction Detail (01/01/2023 - 05/31/2024)

Date	Description	Ref #	Amount	Amount Paid	Balance
01/01/2023	Balance Forward				\$720.68
01/01/2023	Rent		\$4,045.00	\$4,045.00	\$4,765.68
01/01/2023	Payment	DD	(\$4,045.00)	\$0.00	\$720.68
01/31/2023	Late Fee		\$170.00	\$170.00	\$890.68
02/01/2023	Rent		\$4,045.00	\$4,045.00	\$4,935.68
02/01/2023	Payment	DD	(\$4,045.00)	\$0.00	\$890.68
02/28/2023	Late Fee		\$155.00	\$155.00	\$1,045.68
03/01/2023	Payment	DD	(\$4,166.00)	\$0.00	(\$3,120.32)
03/01/2023	Rent		\$4,166.00	\$4,166.00	\$1,045.68
04/01/2023	Rent		\$4,166.00	\$4,166.00	\$5,211.68
04/05/2023	Payment	ACH	(\$4,166.00)	\$0.00	\$1,045.68
04/05/2023	Adjustment		(\$495.00)	(\$495.00)	\$550.68
04/11/2023	Payment	100170531	(\$550.68)	\$0.00	\$0.00
05/01/2023	Rent		\$4,166.00	\$4,166.00	\$4,166.00
05/01/2023	Payment	DD	(\$4,166.00)	\$0.00	\$0.00
06/01/2023	Rent		\$4,166.00	\$4,166.00	\$4,166.00
06/01/2023	Payment	ACH	(\$4,166.00)	\$0.00	\$0.00
06/28/2023	Payment	P&R	(\$4,166.00)	\$0.00	(\$4,166.00)
07/01/2023	Rent		\$4,166.00	\$4,166.00	\$0.00
08/01/2023	Rent		\$4,166.00	\$4,166.00	\$4,166.00
08/31/2023	Late Fee		\$170.00	\$170.00	\$4,336.00
09/01/2023	Rent		\$4,166.00	\$4,166.00	\$8,502.00
09/01/2023	Payment	DD	(\$4,166.00)	\$0.00	\$4,336.00

09/29/2023	Payment	dd	(\$4,166.00)	\$0.00	\$170.00
09/30/2023	Late Fee		\$165.00	\$165.00	\$335.00
10/01/2023	Rent		\$4,166.00	\$4,166.00	\$4,501.00
10/31/2023	Late Fee		\$170.00	\$170.00	\$4,671.00
11/01/2023	Rent		\$4,166.00	\$4,166.00	\$8,837.00
11/03/2023	Payment	ACTI	(\$4,166.00)	\$0.00	\$4,671.00
11/30/2023	Late Fee		\$165.00	\$165.00	\$4,836.00
12/01/2023	Rent		\$4,166.00	\$4,166.00	\$9,002.00
12/01/2023	Payment	DD	(\$4,166.00)	\$0.00	\$4,836.00
12/29/2023	Payment	P&R	(\$4,166.00)	\$0.00	\$670.00
12/31/2023	Late Fee		\$170.00	\$170.00	\$840.00
01/01/2024	Rent		\$4,166.00	\$4,166.00	\$5,006.00
01/31/2024	Late Fee		\$170.00	\$170.00	\$5,176.00
02/01/2024	Rent		\$4,166.00	\$4,166.00	\$9,342.00
02/02/2024	Payment	DD	(\$4,166.00)	\$0.00	\$5,176.00
02/29/2024	Late Fee		\$160.00	\$160.00	\$5,336.00
03/01/2024	Rent		\$4,291.00	\$3,076.00	\$9,627.00
03/01/2024	Payment	DD	(\$4,291.00)	\$0.00	\$5,336.00
03/31/2024	Late Fee		\$170.00	\$170.00	\$5,506.00
04/01/2024	Rent		\$4,291.00	\$4,291.00	\$9,797.00
04/03/2024	Payment	P&R	(\$4,291.00)	\$0.00	\$5,506.00
04/30/2024	Late Fee		\$165.00	\$0.00	\$5,671.00
05/01/2024	Rent		\$4,291.00	\$4,291.00	\$9,962.00
05/02/2024	Payment	DD	(\$4,291.00)	\$0.00	\$5,671.00
05/31/2024	Late Fee		\$170.00	\$0.00	\$5,841.00
05/31/2024	Ending Balance				\$5,841.00

Message Board

To avoid further collection efforts that may damage your credit report please make payment in full right away. You can make payment in the following ways: 1) log on to your tenant portal and submit an electronic payment, 2) contact our office and setup an appointment to make payment in person. 3) mail your payment with the top portion of this payment to the address listed on this statement.

No.	Lessor	Debtor	Description of Lease	Property Address	Capex Amount
94	MCCALLUM FAMILY LLC 2471 RIVERSIDE PARKWAY #A GRAND JUNCTION, CO 81505	USF Reddaway Inc.	REAL PROPERTY LEASE - TERMINAL	1547 INDEPENDENT AVENUE, UNIT 1 GRAND JUNCTION, CO 81505	\$ 5,419
95	MG FISHERSVILLE I, LLC PO BOX 13470 RICHMOND, VA 23225	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	53 EXPO ROAD FISHERSVILLE, VA 22939	\$ 9,180
96	MITCHELL NELSON PO BOX 75 WENATCHEE, WA 98807-0075	USF Reddaway Inc.	REAL PROPERTY LEASE - TERMINAL	5537 ENTERPRISE DRIVE EAST WENATCHEE, WA 98802	\$ 6,506
97	MOBILE AIRPORT AUTHORITY 1891 9TH STREET MOBILE, AL 36615	YRC Inc.	REAL PROPERTY LEASE - OFFICE	1801 CROGAN STREET MOBILE, AL 36615	\$ 2,500
98	MOHAWK STREET PROPERTIES LLC PO BOX 199178 SAN FRANCISCO, CA 94139	USF Reddaway Inc.	REAL PROPERTY LEASE - OFFICE	7720 SW MOHAWK STREET, BLDG H TUALATIN, OR 97062	\$ -
99	NATMI LP BLOOMINGTON, LP 201 WEST STREET, SUITE 200 ANNAPOLIS, MD 21401	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	1879R SILVER AVENUE BLOOMINGTON, CA 92316	\$ 348,491
100	NATMI NATIONAL TAMPA, LLC 201 WEST STREET, SUITE 200 ANNAPOLIS, MD 21401	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	9801 PALM RIVER ROAD TAMPA, FL 33619	\$ 47,019
101	NATMI NATIONAL TRUCK TERMINALS, LLC 201 WEST STREET, SUITE 200 ANNAPOLIS, MD 21401	New Penn Motor Express LLC	REAL PROPERTY LEASE - TERMINAL	28 STERLING ROAD BILLERICA, MA 01821	\$ 81,948
102	NATMI NATIONAL TRUCK TERMINALS, LLC 201 WEST STREET, SUITE 200 ANNAPOLIS, MD 21401	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	6930 CACTUS COURT SAN DIEGO, CA 92154	\$ 34,311
103	NATMI NATIONAL TRUCK TERMINALS, LLC 201 WEST STREET, SUITE 200 ANNAPOLIS, MD 21401	USF Reddaway Inc.	REAL PROPERTY LEASE - TERMINAL	1875 INDUSTRIAL WAY SPARKS, NV 89431	\$ 33,456
104	NATMI, NATIONAL TX PROPERTIES, LLC 201 WEST STREET, SUITE 200 ANNAPOLIS, MD 21401	USF Reddaway Inc.	REAL PROPERTY LEASE - TERMINAL	19604 84TH AVENUE SOUTH KENT, WA 98032	\$ 59,680
105	NED PROPERTIES, LLC 2200 EAST CAMELBACK ROAD, SUITE 101 PHOENIX, AZ 85016	Yellow Logistics, Inc.	REAL PROPERTY LEASE - WAREHOUSE	1876 S4130W SALT LAKE CITY, UT 84101	\$ 28,586
106	NORTH ACRES DEVELOPMENT CO., INC. 601 OHIO STREET TERRE HAUTE, IN 47807	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	4900 N 13TH STREET TERRE HAUTE, IN 47805	\$ 2,082
107	OPS-KC ASPIRIA, LLC 165 S. ROCK ISLAND AVE., SUITE 300 WICHITA, KS 67202	YRC Inc.	REAL PROPERTY LEASE - OFFICE	11500 OUTLOOK STREET, SUITE 400 OVERLAND PARK, KS 66211	\$ 88,413
108	OPS-KC ASPIRIA, LLC 165 S. ROCK ISLAND AVE., SUITE 300 WICHITA, KS 67202	YRC Inc.	REAL PROPERTY LEASE - STORAGE	11500 OUTLOOK STREET, SUITE 400 OVERLAND PARK, KS 66211	\$ 1,173
109	ORANGE BATAVIA LLC C/O SARFIS REGIS GROUP 3501 JAMBOREE ROAD, SUITE 3000 NEWPORT BEACH, CA 92660	USF Reddaway Inc.	REAL PROPERTY LEASE - TERMINAL	2200 N BATAVIA STREET ORANGE, CA 92660	\$ 73,756
110	ORCHARD INVESTMENTS 2620 OLD ORCHARD ROAD JACKSON, MO 63755	USF Holland LLC	REAL PROPERTY LEASE - TERMINAL	830 HIGHWAY AA MINER, MO 63801	\$ 9,764
111	P&R PROPERTY MANAGEMENT 2468 DORM DRIVE TWIN FALLS, ID 83301	USF Reddaway Inc.	REAL PROPERTY LEASE - TERMINAL	304 6TH AVENUE W TWIN FALLS, ID 83301	\$ 4,166
112	PAC OPERATING LIMITED PARTNERSHIP 383 NORTH FRONT STREET, SUITE 1A COLUMBUS, OH 43215	Yellow Logistics, Inc.	REAL PROPERTY LEASE - WAREHOUSE	2200 SOUTHWEST BOULEVARD GROVE CITY, OH 43123	\$ 80,695
113	PACIFIC TRANSSHIPMENT CENTERS, LLC PO BOX 176 COOLIN, ID 83821	USF Reddaway Inc.	REAL PROPERTY LEASE - PARKING	606 NORTH FISKE STREET SPOKANE, WA 99202	\$ -
114	PETERS INVESTMENTS, LLC 1620 S HASTINGS WAY EAU CLAIRE, WI 54601	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	8125 OLD HIGHWAY ROAD NORTH ST. CLOUD, MN 56301	\$ 12,440
115	PIPER PROPERTY HOLDINGS, LP 687 CLIFAR BROOK DRIVE KELLER, TX 76248	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	470 DUTTON AVENUE SANTA ROSA, CA 95407	\$ 20,795
116	POPULAR INVESTMENTS, LLC 2453 SOUTH PLAZA DRIVE RAPID CITY, SD 57702	YRC Inc.	REAL PROPERTY LEASE - TERMINAL	900 F OMAHA STREET RAPID CITY, SD 57701	\$ 3,795
117	PPE SHIMMERY OCEAN VIEW HILLS, LP PO BOX 100374 PASADENA, CA 91189-0329	Yellow Logistics, Inc.	REAL PROPERTY LEASE - WAREHOUSE	1424 CORPORATE CENTER DRIVE, BUILDING F SAN DIEGO, CA 92154	\$ 59,247
118	PROLOGIS LP 3800 HOWARD HUGHES PARKWAY, SUITE 1250 LAS VEGAS, NV 89169	USF Reddaway Inc.	REAL PROPERTY LEASE - TERMINAL	4650 E CHEYENNE ROAD LAS VEGAS, NV 89115	\$ 49,326

Ray Perron
P+R Property Mgt.
2468 Dorm. Dr.
Twin Falls, ID.
83301

Office of the Clerk
United States Bankruptcy Court Delaware
824 N. Market St.
Wilmington, DE 19801

